



KRONE Telematics Terms and Conditions (KTTC) for KSC Solar 2.0 Hardware-as-a-Service

(as at: [March 2024])

1. Subject Matter of the Agreement; Scope; Priority; Form; Changes to the KTTC

- 1.1 These KRONE Telematics Terms and Conditions ("KTTC") govern the legal relationship between Fahrzeugwerk Bernard Krone GmbH & Co. KG, Bernard-Krone-Straße 1, 49757 Werlte, Germany ("KRONE", "we" or "us") and the contractual partner of KRONE ("Customer", "you" or "your") with respect to the conclusion of, the provision of services on the basis of and the mutual rights and obligations arising from agreements concluded between KRONE and Customer concerning telematics services and related additional services when using the service "KRONE Telematics" offered by KRONE ("Telematics Agreement"). Thus these KTTC, including the documents referred to herein, form an integral part of each Telematics Agreement.
- 1.2 KRONE enters into Telematics Agreements only with individuals, legal or other entities that, when entering into the agreement, act commercially or in the course of their self-employed professional activity, i.e. as entrepreneurs. KRONE does not conclude Telematics Agreements with consumers and these KTTC therefore do not apply to consumers.
- 1.3 Terms and conditions of the Customer or of third parties which deviate from, contradict or supplement these KTTC shall not apply and shall not become part of the Telematics Agreement, unless we have expressly agreed to their application in individual cases. This shall also apply if we do not again expressly object to the application of the Customer's terms and conditions and / or provide services to the Customer without respective reservation.
- 1.4 The Telematics Agreement and these KTTC constitute the entire agreement between KRONE and Customer (hereinafter collectively: "**Parties**") with respect to the telematics services and related additional services. Any individual agreements made with the Customer in or in connection with the Telematics Agreement (including any ancillary agreements to, amendments to and modifications of these KTTC) shall in all cases prevail over these KTTC. Subject to proof to the contrary, the content of such individual agreements is determined by a written instrument or our written confirmation.
- 1.5 The subject matter of the Telematics Agreements is primarily the acquisition of temporary rights of use to the Telematics Data and the associated telematics services as well as related additional services, subject to the terms and conditions described below. Other services provided by KRONE outside the scope of these KTTC (e.g. the purchase and – possibly subsequent – installation of a telematics device) shall be subject to KRONE's General Terms and Conditions of Sale and Delivery ("**GTC**"; available at <https://www.krone-trailer.com/en/gtc>), unless otherwise agreed. In the event of any inconsistency between the KTTC and the GTC, the provisions of these KTTC shall prevail within their scope of application.
- 1.6 "Writing" or "written form" requirements in these KTTC are satisfied if either the written form or text form (e.g. email, fax, letter) or electronic form (using an electronic signature service, e.g. Adobe Sign, DocuSign) is used.
- 1.7 In the event of an impending change of these KTTC, we will give the Customer reasonable prior notice in writing of the proposed changes and provide the Customer with the new text. The Customer shall have the opportunity to object to the proposed changes in writing within two (2) months from the date of notification. If the Customer does not object, this shall be deemed to be the Customer's consent to the changes; KRONE shall point this out in the notice of change. The Customer's consent by reason of non-objection shall be excluded to the extent that the changes would change the existing contractual equivalence relationship between performance and consideration or other material provisions. If the Customer objects, the KTTC shall apply as in force prior to the changes.

2. Telematics Services; Hardware-as-a-Service; Additional Services

- 2.1 All telematics services and related additional services provided under a Telematics Agreement always relate to vehicles, swap bodies, cool liners and other trailers for commercial vehicles manufactured by KRONE or another manufacturer (hereinafter collectively: "**Commercial Vehicle**") with an installed or retrofitted telematics device namely KSC Solar 2.0 (hardware) including a communication system. The telematics devices namely KSC Solar 2.0 will be made available to the Customer being the owner, possessor or otherwise entitled person of the Commercial Vehicle as a hardware-as-a-service, against payment of an agreed fee and limited in time of the agreed duration (see Section 13) in accordance with the Telematics Agreement.
- 2.2 KRONE will provide devices that are operational and capable of collecting the data required as part of the customer's subscription. KRONE reserves the right to request that the customer replace the equipment due to obsolescence or other reasons agreed between KRONE and the customer. In such a case, KRONE will provide the replacement devices and the customer is responsible for installing such devices as well as returning the devices previously used.
- 2.3 KRONE retains ownership and title to all devices for the core duration of the contract. The customer is obliged to notify KRONE immediately if a device is seized, threatened with seizure, lost or damaged. If termination occurs during the core duration of the contract (see Section 13), the customer is obliged to dismantle the device at his own expense and return it to KRONE.
- 2.4 Unless otherwise specified, the Customer is solely responsible for the installation, dismantling and operation of the telematics devices and assumes all associated costs and obligations. The Customer is required to strictly adhere to all KRONE installation procedures provided with the devices or as communicated to the Customer from time to time. The customer should not use the devices with other devices or services not provided by KRONE without the prior written consent of KRONE.
- 2.5 For the core duration of the contract, KRONE will provide the customer with devices that are functional and capable of transmitting the data required under the Telematics Agreement. The warranty does not cover defects or deficiencies caused by misuse,

mishandling, accidents, improper storage, installation, operation, maintenance or temperature; nor does it cover devices modified or repaired by anyone other than KRONE or an authorized service representative, or whose serial numbers or identifying features have been altered or removed. The device guarantee applies throughout the entire core duration of the contract (see section 13). Once this time has passed and the contract duration has expired, the device warranty expires.

- 2.6 KRONE will, at its sole discretion, either repair or replace non-functional devices covered by this warranty during the core duration of the contract as long as the customer account is in good standing and all due fees have been paid. The customer is solely responsible for all costs associated with removing the non-functional device and returning it to KRONE for repair or replacement. If the guarantee is accepted, the customer will be granted a credit of €25.00 for the associated expenses.
- 2.7 In order to receive a replacement device covered by the warranty, the customer must immediately inform KRONE in writing that the device is not operational;
- by obtaining a material return authorization from KRONE via KRONE Telematics Customer Service (telematics.nfz@krone.de);
 - by sending the non-operational device to the location specified by KRONE immediately after receiving the return authorization.
- 2.8 If the device is not functional for reasons covered by the device warranty, KRONE will send the customer a free replacement device as soon as possible after issuing the return form. KRONE may replace the original device with another device of a different model as long as the replacement device is capable of providing data in accordance with this Telematics Agreement. Such a replacement device can be either new or refurbished. The Customer acknowledges that KRONE agrees to ship replacement devices prior to KRONE receiving the non-functional devices and that receipt of the non-functional devices by KRONE is a prerequisite. If KRONE does not receive the non-functional original device for which the material return authorization was issued within 30 days of dispatch of the replacement device, the customer will be charged a fee of €295.00.
- 2.9 For non-functional devices that are not covered by the described warranty, the customer must report such damage to KRONE; thereafter, the subscription for the non-functional device is considered canceled and the customer must pay the termination fee of €100, the outstanding contributions of the core duration of the contract and the additional fee for a lost/damaged device of €295.00. If the customer orders a new replacement device with new subscription terms, the €100.00 cancellation fee will be waived and the customer will only pay the lost/damaged device fee of €295.00. The customer can request a new replacement device by submitting a request to KRONE Telematics Customer Service (telematics.nfz@krone.de).

3. Telematics Services; Additional Services; Telematics Data

- 3.1 All telematics services and related additional services provided under a Telematics Agreement always relate to vehicles, swap bodies, cool liners and other trailers for commercial vehicles manufactured by KRONE or another manufacturer (hereinafter collectively: "**Commercial Vehicle**") with an installed or retrofitted telematics device (hardware) including a communication system (e.g. the Krone Smart Collect-Box "KSC" developed by KRONE and provided with a multi-network SIM card and a GPS receiver). By means of the telematics device and sensors installed in the respective Commercial Vehicle, various data related to the vehicle condition, the driving behaviour and the location (hereinafter collectively: "**Telematics Data**") can be collected at certain time intervals and transmitted via a mobile network connection to a database operated by KRONE. The Telematics Data will be stored and processed there by KRONE in accordance with the state of the art and, in accordance with the Telematics Agreement, will be made available to the Customer being the owner, possessor or otherwise entitled person of the Commercial Vehicle as a software-as-a-service via an Internet site ("**KRONE Telematics Portal**", as described in more detail in Section 5) and / or a mobile application ("**KRONE Telematics App**", as described in more detail in Section 6), however subject to the technical requirements (see Section 7) and the licensing conditions (see Section 8), against payment of an agreed fee (see Section 9). In addition to data directly collected by KRONE, Telematics Data may initially also be collected by other telematics providers and then transmitted to KRONE for the purpose of providing telematics services, if the Customer has requested this from the other telematics provider (see Section 5.4).
- 3.2 In addition to the provision of Telematics Data pursuant to Section 2.1, KRONE shall – in accordance with the respective Telematics Agreement, upon Customer's request and against payment – provide additional services to Customer, that may be associated with or otherwise related to the evaluation of the Telematics Data. These services may include:
- "Alarms": The service enables the Customer to be notified (e.g. by e-mail) in the event of certain processes and events.
 - "Reports": The service enables the creation, retrieval and export of reports on specific processes and events.
 - "KRONE Smart Capacity Management": Via a camera system installed in the loading area of the Commercial Vehicle, the service enables, among other things, the transmission of real-time images from inside the loading area and the event- or time-controlled recording of photos (Smart Capacity View), as well as the use of an AI system to identify unused loading area and irregularities (e.g. break-ins, cargo movements) in the camera area (Smart Capacity AI).
 - Postal invoicing: In deviation from the usual procedure of electronic invoicing (see Section 9.5), the invoice shall be sent to the Customer by post.
 - Third-party services to which KRONE only provides access (e.g. via links) or which KRONE passes on to the Customer as a reseller; in these cases, the terms and conditions of the respective third-party provider shall apply to the provision of the service.
- 3.3 Telematics services and related additional services are usually subject to a fee (see Section 9) and are provided for a contractually agreed period of time (see Section 13.13). The current version of the service description for KRONE Telematics ("**Telematics Service Description**") stipulates in detail which telematics services and related additional services are provided within which telematics or service packages, with which functionalities as well as with which categories of Telematics Data and at which prices.

4. Conclusion of the Agreement; Provision of Telematics Services

- 4.1 The description of KRONE Telematics or the telematics services and related additional services on KRONE's or any third party's website or advertising material does not constitute a binding offer by KRONE to enter into an agreement. An offer to enter into an agreement is only made when the Customer orders telematics services (and, where applicable, related additional services) for the Commercial Vehicle(s) specified in the order. Orders must be signed by the Customer (by hand or digitally) and can be submitted electronically (e.g. by email) or in writing using an order form with the necessary details. Each order submitted by a Customer shall be subject to confirmation by KRONE (order confirmation), whereby after such confirmation the relevant Telematics Agreement is concluded. An order is confirmed by KRONE at the latest once a user account has been created for Customer in accordance with Section 4.4.
- 4.2 The order confirmation by KRONE pursuant to Section 4.1 is subject to internal checks as to whether there are legitimate reasons for not concluding or performing the agreement (e.g. if necessary information is missing or if the ordering person is a consumer, see Section 1.2). In this case, KRONE reserves the right to reject the conclusion of an agreement.
- 4.3 The Telematics Agreement applies exclusively to the Commercial Vehicle(s) specified in the respective Telematics Agreement. A transfer of the Telematics Agreement to other Commercial Vehicles is excluded. If the Customer wants to use telematics services for other Commercial Vehicles, a separate Telematics Agreement is required for these other Commercial Vehicles.
- 4.4 In the essence, KRONE shall provide the telematics services and the related additional services by providing data, particularly Telematics Data, via the KRONE Telematics Portal or the KRONE Telematics App and by enabling Customer to access it by creating and activating a user account for him. The Customer shall be enabled to use the KRONE Telematics Portal and the KRONE Telematics App as amended from time to time; the Customer is not entitled to demand the establishment or maintenance of specific technical specifications as long as the provision of the services owed under the Telematics Agreement is not significantly affected.
- 4.5 KRONE is entitled to use the services of third parties to fulfil its obligations under the Telematics Agreement.
- 4.6 The Customer is obliged to keep the contractual data provided to KRONE up to date at all times and to correct it, if necessary, as soon as relevant changes occur.

5. KRONE Telematics Portal

- 5.1 The KRONE Telematics Portal is a website under the responsibility of KRONE and available via all standard Internet browsers at <https://www.krone-telematics-systems.com/>. In order to register with and to use the KRONE Telematics Portal, it is necessary to enter a user name and the corresponding password. After the conclusion of the Telematics Agreement, a user account will be created for the Customer and, via the email address provided by him, the Customer will be informed by KRONE of his user name and corresponding password, which he may subsequently change at any time in the KRONE Telematics Portal.
- 5.2 The KRONE Telematics Portal is available in different languages.
- 5.3 The Customer may use the KRONE Telematics Portal particularly to obtain the Telematics Data of his respective Commercial Vehicles and to manage his vehicle fleet. The Customer also has the option to upload photos and files and share them with other users of his user account. To the extent that these functions are available and activated for him, the Customer may retrieve automatically generated reports, receive alarms, issue control commands to the Commercial Vehicle (e.g. temperature control, door locking) and, if applicable, use KRONE Smart Capacity Management and other services.
- 5.4 Being part of the KRONE Telematics Portal, the KRONE Transparency Center enables the Customer to activate, manage or deactivate a data push connection to an endpoint, receiver or sender selected by the Customer via an Application Programming Interface ("API"). After the Customer has decided to activate the API, Telematics Data selected by the Customer may be transmitted or received from this endpoint.

6. KRONE Telematics App

- 6.1 The KRONE Telematics App is a mobile application software offered by KRONE for smartphones, tablets and similar terminal devices. In order to use the KRONE Telematics App, you must download it from one of the popular app stores in accordance with the applicable terms and conditions. The download of the KRONE Telematics App is offered for free.
- 6.2 In order to use all functions of the KRONE Telematics App, it is necessary to log in by entering the Customer's user name and the corresponding password (see Section 5.1). Without registration, the KRONE Telematics App may only be used in a non-customized demo version.
- 6.3 The KRONE Telematics App is available in German and English.

- 6.4 The functionalities of the KRONE Telematics App are basically the same as the functionalities of the KRONE Telematics Portal (see Sections 5.3 and 5.4). However, no user administration (e.g. creation of users) can be carried out and no other editing functions (e.g. setting up alarms) may be used.

7. Technical Requirements for the Provision of Services

- 7.1 The transmission of Telematics Data by the telematics device of a Commercial Vehicle to KRONE requires a functioning mobile network connection. The use of the KRONE Telematics Portal and the KRONE Telematics App and the transmission of Telematics Data to the Customer require a functioning Internet connection, a functioning terminal device and functioning interfaces for data transfer. The telematics services and related additional services may therefore be limited in time or space depending on the reception and transmission range and the quality of the connection. The use of the Customer's own SIM cards is not permitted.
- 7.2 Depending on the equipment variant of the telematics device, certain telematics services may not be available due to the lack of necessary technical equipment (e.g. 2-way communication).
- 7.3 Due to weather conditions or other physical effects (e.g. moisture precipitation on the camera lens when using KRONE Smart Capacity Management; damage to the telematics device in the Commercial Vehicle as a result of an accident), the use of the telematics services and related additional services may be limited.
- 7.4 Section A.10. of the GTC (see Section 1.5) shall apply for force majeure events.

8. Ownership of Rights; Telematics License; Rights and Restrictions of Use

- 8.1 With respect to the Customer, KRONE is and shall remain the unrestricted owner of all rights and claims regarding the telematics services and the related additional services, the Telematics Data (in whole or in part), the KRONE Telematics Portal and the KRONE Telematics App, particularly of all intellectual property rights therein (e.g. copyright and trademark rights). This includes particularly that KRONE shall be entitled to use all Telematics Data, subject to the provisions in Section 14, for the purpose of technical optimization of the telematics services and the related additional Services, the KRONE Telematics Portal and the KRONE Telematics App and for all other business purposes.
- 8.2 Upon payment of the fee pursuant to Section 9, KRONE grants to Customer a non-exclusive, non-transferable, non-sublicensable right, limited in time for the duration of the Telematics Agreement and unlimited in place, to use the telematics services and related additional services to be provided under the relevant Telematics Agreement with Customer, Telematics Data, the KRONE Telematics Portal and the KRONE Telematics App for its own business purposes and in accordance with the specifications in these KTTC ("**Telematics License**"). The Customer does not obtain any rights or permissions, express or implied, other than those expressly set out in the Telematics Agreement and these KTTC.
- 8.3 The Customer must not sell, assign or otherwise transfer or make available the Telematics License to any third party without the prior consent of KRONE, with the exception of (i) the transfer of the Telematics License to a third party that is not granted an independent right of use, but that is subject to the Customer's instructions with regard to its use (e.g. employees or other personnel of the Customer) and (ii) the transfer of Telematics Data to third parties upon request of or with the consent of the Customer (in particular in accordance with Section 5.4).
- 8.4 If the Customer is in breach of any of the restrictions of use under Sections 8.2 or 8.3, the Telematics License shall expire immediately and the rights of use granted to Customer shall automatically revert to KRONE; this shall also apply to rights of use of third parties pursuant to Section 8.3. In particular, the Customer is in this case obliged to immediately and completely cease using the Telematics Data.
- 8.5 Telematics Data shall generally be retrievable for the Customer for six (6) months from the date it is first stored by KRONE, however with the exception of temperature-controlled Telematics Data (temperature recorder, temperature control) which shall be retrievable for eighteen (18) months. To the extent that the Customer requests the provision of Telematics Data outside the retrieval period specified in the previous sentence, such provision shall only be made against payment of a reasonable fee to be notified by KRONE upon request.
- 8.6 The information available and accessible via the KRONE Telematics Portal and the KRONE Telematics App are provided only for use in accordance with the Telematics Agreement and these KTTC. In particular, components thereof as well as graphics, brand names and logos contained therein and other content protected by intellectual property rights may not be reproduced, distributed, made available or otherwise exploited without our prior written consent or other authorization. Any technical manipulation or modification as well as the introduction of Trojans, viruses, bugs, worms or other malware is also prohibited.

9. Fee; Terms of Payment; Invoicing; Offset and Other Counter Rights

- 9.1 In consideration for the provision of the telematics services and the related additional services and KRONE's other obligations under the Telematics Agreement, the Customer shall pay the price agreed in the Telematics Agreement ("**Fee**"). The amount of the Fee is determined by the services used by the Customer in accordance with the prices in the Telematics Service Description. The initial Fee shall become due upon the first provision of the Telematics Data for the Commercial Vehicle in the KRONE Portal ("**Activation**"); in the event of an Activation during a period of use, this initial Fee shall only be charged on a pro rata basis. All subsequent Fees shall be paid in advance and, depending on the agreement, at the beginning of each month, semi-annually or annually, unless the Fee is payable as a one-time payment for the entire period of use. Insofar as the Fee is included in the

purchase price of a Commercial Vehicle, this shall be stipulated in the relevant agreements (in particular the construction description).

- 9.2 The Fee is quoted in EUR or GBP and is a net price, i.e. it does not include any taxes, duties or other charges which may be invoiced separately and shown on the invoice. However, the Fee includes any costs incurred for international communication (data roaming).
- 9.3 Unless otherwise agreed, the Customer shall pay the Fee in accordance with the provisions of Clause 286 para 3 of the German Civil Code within 30 days of the relevant due date (see Section 9.1). The date of receipt in the bank account specified in the invoice shall be decisive for the date of each payment. During Customer's default in payment, KRONE has the right to charge interests at the statutory rate (in the case of claims for remuneration, 9% p.a. above the respective base interest rate). This shall not limit the right to assert further claims for damages (e.g. lump sum for default costs pursuant to Clause 288 para 5 of the German Civil Code in the amount of EUR 40 or interest on arrears pursuant to Clause 353 of the German Commercial Code) or rights to alter a legal relationship (e.g. rescission, termination).
- 9.4 Unless otherwise agreed and if Fees are to be paid periodically, the Customer shall issue and send by post to KRONE a SEPA corporate direct debit mandate for the purpose of debiting the Fee.
- 9.5 If the Customer agrees to the transmission of electronic invoices (by email), the Customer shall provide KRONE with an email address to be used for this purpose. In this case, the Customer accepts and agrees that copies of invoices will no longer be sent to the Customer by post and that the Customer is responsible for storing the invoice in electronic form.
- 9.6 All Fees contained in the Telematics Service Description have been calculated on the basis of the purchase, material and expense costs (especially for electricity, Internet, data transmission) applicable at the time of the preparation of the price list. This calculation is therefore part of the basis of the business (*Geschäftsgrundlage*). It cannot be excluded that the calculation basis will change significantly due to unforeseeable events (e.g. pandemics, embargoes, environmental catastrophes or acts of war) during the term of the Telematics Agreement as a result of special price dynamics. If, due to these reasons, our total costs for the services owed under the Telematics Agreement increase by more than 15%, if applicable after consideration of other increasing or decreasing cost factors which we can prove on request, these changes must be taken into account in the amount of the Fee for the future by way of a fair compensation on good faith. We therefore have the right to demand from the Customer to renegotiate the amount of the Fee in good faith within a reasonable period of time, taking in account the interests of both parties. In the event that such negotiations fail, we shall have the right, with reasonable advance notice, to determine a new price reflecting the changes in accordance with the statutory rules on the specification of performance by the party that is owed the consideration (Clauses 315, 316 German Civil Code), whereby the reasonableness of the determined price shall be subject to judicial review. KRONE may exercise such right to specify the performance at the earliest twelve (12) months after the conclusion of the Telematics Agreement.
- 9.7 KRONE shall be entitled to make set-offs, to refuse performance or to invoke retention rights to the extent provided by law. The Customer shall only be entitled to such rights if its counterclaim has been either legally established or is not disputed or acknowledged by us. A retention right due to a notice of defect (*Mängelerinrede*) shall remain unaffected; however, the Customer has such a retention only in a reasonable proportion in relation to the defects to be remedied.

10. Obligations of the Customer

- 10.1 Customer shall inform itself about the essential functions of the telematics services and the related additional services; the Customer shall bear the risk of economic usability. In order to enable KRONE to provide the services, Customer is obliged to keep the telematics device in its Commercial Vehicle operational and to use it properly (particularly in accordance with the operating instructions provided). Technical modifications and conversions or measures that affect the functionality or compatibility of the telematics device are expressly prohibited. The Customer shall immediately notify KRONE of any circumstances in which damage or misuse cannot be excluded (e.g. an accident or theft of the telematics device or the Commercial Vehicle) and take appropriate measures to protect it against misuse, theft, fire and other damage.
- 10.2 The SIM card installed in the telematics device may only be used for the use of KRONE Telematics. In the event of damage, destruction or loss of the SIM card, the Customer has to notify KRONE immediately.
- 10.3 The Customer is not entitled to pass on the telematics device to third parties unless this is made in connection with a sale, lease or other permitted transfer of the Commercial Vehicle with the telematics device. The Customer is obliged to take appropriate measures to ensure that third parties may not access the Telematics Data, the KRONE Telematics Portal or the KRONE Telematics App without authorization and without the Customer's consent. KRONE shall be notified immediately of any loss of user account data or passwords and of any suspected misuse thereof. In such cases, KRONE is entitled to block the Customer's access to the services.
- 10.4 The Customer is obliged to sufficiently inform its personnel and other persons who use KRONE Telematics at its instigation about the requirements specified in the Telematics Agreement and these KTTIC in order to ensure that they act in accordance with the agreement. This applies particularly if user access data to the KRONE Telematics Portal and the KRONE Telematics App is provided to such persons.
- 10.5 The Customer undertakes to comply with the provisions contained in the GTC (see Section 1.5) regarding the confidentiality of confidential information (see Section A.12. of the GTC), export and sanctions control (see Section A.13. of the GTC) and codes of conduct and ethical standards (see Section A.14. of the GTC), which shall apply mutatis mutandis.

- 10.6 The Customer shall fulfil its obligations under data protection law in accordance with Section 14.1. When using KRONE Smart Capacity Management, the Customer shall use visible stickers to indicate the camera installed in the cargo area.
- 10.7 To the extent required, the Customer is obliged to install updates (e.g. for the KRONE Telematics App) without undue delay and to reasonably cooperate with KRONE in the event of troubleshooting measures. If an installation by the Customer is not required, the Customer agrees that updates (e.g. in the case of error corrections, functional improvements, compatibility adjustments, closure of possible security gaps) may be installed automatically.
- 10.8 To the extent that the Customer has not complied with its obligations under this Section 10, he shall be liable pursuant to Section 12.1 for any damage incurred by KRONE caused thereby. Particularly, this shall apply if the SIM card, the telematics device, the Telematics Data, the KRONE Telematics Portal or the KRONE Telematics App are misused by third parties or used in a way that is not in compliance with the system.
- 10.9 The Customer is solely responsible for and obligated to ensure an adequate data backup. Particularly, this shall apply to data relevant for compliance with retention periods under commercial and tax law.
- 10.10 The Customer's obligation to pay the Fee in accordance with Section 9 shall not be affected by any sale or other transfer of the relevant Commercial Vehicle. In such case, Customer shall continue to be liable to KRONE for the performance of its obligations under the Telematics Agreement and these KTTC as long as the Telematics Agreement remains in force.
- 10.11 For security reasons, the Customer undertakes to choose strong passwords for using the KRONE Telematics Portal and the KRONE Telematics App. We recommend a password of at least ten (10) characters, containing upper and lower case letters and at least one digit and one special character each.
- 10.12 To the extent that the Customer may post or upload own content (e.g. files, photos) in the KRONE Telematics Portal or the KRONE Telematics App, it is prohibited to provide such content (including through hyperlinks) that violates applicable law (e.g. criminal law). It is also prohibited to post content that infringes the rights of third parties, in particular copyrights or trademark rights, or that is misleading. KRONE does not embrace this content and reserves the right to block or delete illegal content immediately. The Customer hereby grants KRONE, free of charge, a non-exclusive right of use, unrestricted in terms of subject matter, time and place, to any content provided by the Customer in the KRONE Telematics Portal and / or the KRONE Telematics App for the purpose of its normal use within KRONE Telematics and the Customer warrants that he has the necessary rights to do so.
- 10.13 If the Customer uses KRONE Smart Capacity Management in the form of Smart Capacity AI, the latter is only a tool to simplify the evaluation of the loading capacity. It does not release the Customer from carrying out its own checks, which are necessary for loading in accordance with the applicable regulations.

11. Warranty; Maintenance Activities; Reporting of Deficiencies

- 11.1 KRONE owes and warrants the quality of the telematics services and the related additional Services, the Telematics Data, the Telematics License as well as the KRONE Telematics Portal and the KRONE Telematics App as agreed in accordance with the Telematics Agreement and the provisions of these KTTC, in particular their usability and availability in accordance with the state of the art. However, KRONE cannot assume any warranty or guarantee, either expressly or implicitly, for the completely uninterrupted and trouble-free functioning of the services; this is particularly the case if the technical requirements for the provision of the services (see under Section 7) are not met. According to the state of the art, errors in software programs cannot be excluded, so that it is not possible to develop data processing programs in such a way that they are error-free for all application conditions and all requirements or that they work together error-free with all programs and any third-party hardware.
- 11.2 KRONE may at any time update the security software used in KRONE's data processing systems or replace it with adequate alternative software. KRONE shall also be entitled at any time to carry out maintenance work, updates and / or work to expand the functional scope of the KRONE Telematics Portal and / or the KRONE Telematics App. KRONE is obliged to inform Customer prior to such activities if they could more than insignificantly impair or restrict the Customer's use of the services owed under the Telematics Agreement, unless the measures are urgent.
- 11.3 KRONE provides the Telematics Data received via the telematics device "as is". KRONE assumes no responsibility for their usability for the Customer's purposes.
- 11.4 If the Customer becomes aware of a condition or circumstance which is non-compliant with the agreement, a malfunction or another deficiency in the telematics services and / or the related additional Services ("**Deficiency**"), the Customer shall notify KRONE thereof without undue delay in German or English by telephone or by email (e.g. to telematics.nfz@krone.de); KRONE's customer support is available on working days between 8:00 and 17:00. KRONE shall remedy any comprehensible Deficiencies reported by the Customer within a reasonable period of time. If KRONE fails to do so, the Customer has the rights as provided by applicable law, unless to the extent otherwise provided in the Telematics Agreement or these KTTC. Particularly, for the avoidance of doubt, there is no Deficiency if and to the extent that the respective complaint of the Customer is based on (i) the Customer's breach of its obligations under Section 10, (ii) the Customer or third parties have made modifications to the telematics device which have not been expressly approved by KRONE in writing, (iii) the Customer uses its own SIM card in the telematics device, (iv) the technical requirements for the provision of the service (see Section 7) are not fulfilled or (v) the cause of the malfunction is located beyond the data delivery point (e.g. the terminal device used by the Customer or other IT systems of the Customer).

11.5 The Customer shall enable KRONE to access the relevant Commercial Vehicle, telematics device and / or other relevant systems where necessary to assist in troubleshooting and provide any other cooperation as may become necessary.

12. Liability

12.1 Unless otherwise agreed in the Telematics Agreement or these KTTC, KRONE and the Customer shall be liable for any breach of contractual and non-contractual obligations in accordance with the statutory provisions.

12.2 Nothing in these KTTC shall limit KRONE's liability for damages and reimbursement of expenses under German law (including in connection with warranty cases) (i) in case of deliberate misconduct or gross negligence, (ii) arising within the scope of a guarantee expressly given by KRONE or a procurement risk assumed by KRONE, (iii) for culpable injury to life, body or health or (iv) for claims arising from the German Product Liability Act (*Produkthaftungsgesetz*) or the General Data Protection Regulation 2016/679/EU (GDPR) or other mandatory statutory provisions, however only in accordance with the provisions therein.

12.3 Subject to the cases of unlimited liability pursuant to Section 12.2, KRONE shall be liable for the culpable breach of a material contractual obligation, the fulfilment of which is essential for the proper performance of the Telematics Agreement and the observance of which the contractual partner may regularly rely on ("Cardinal Obligation"), in the case of simple (slight) negligence, however limited to the damage reasonably to be expected and foreseeable at the time of the conclusion of the agreement. Indirect damage and consequential damage are therefore only compensable to the extent that they are to be expected when using the owed services as intended. In the event of a loss of data, KRONE shall only be liable for the typical recovery costs that would have been incurred in the event of proper regular data backups; KRONE's liability is excluded to the extent that the damage is caused by the Customer's breach of its obligations to back up data under Section 10.9.

12.4 Subject to Sections 12.2 and 12.3, any other form of liability for damages and reimbursement of expenses for breaches of obligations under contract or by law, irrespective of the legal grounds, is excluded. For the avoidance of doubt, this exclusion of liability shall not affect any of the Customer's other remedies which are not damages or reimbursement of expenses (e.g. remediation of defects, rescission or termination).

12.5 The liability limitations resulting from Sections 12.3 and 12.4 shall also apply mutatis mutandis in favor of KRONE's vicarious agents, legal and other representatives, employees and other personnel to the extent of their personal liability, if any.

12.6 To the extent that the Customer uses KRONE Smart Capacity Management, please note that KRONE does not monitor the images and data recorded by the used camera and the respective images and data are transmitted to the Customer unseen. Subject to the cases in Section 12.2, KRONE is therefore not responsible for any events captured by the camera.

13. Duration; Termination; Consequences of Termination

13.1 Unless otherwise agreed, the term of each Telematics Agreement shall in principle be sixty (60) months, beginning on the date of the conclusion of the Telematics Agreement pursuant to Section 4.1. During this term, the right to ordinary terminate the agreement is excluded for both Parties.

13.2 Telematics Agreements concluded by means of a one-time payment or by including KRONE Telematics in the purchase price of a Commercial Vehicle shall expire at the end of the period specified in Section 13.1 without any notice of termination. All other Telematics Agreements shall be extended for further three (3) months after the end of the term agreed pursuant to Section 13.1 and also at the end of each extended term, unless they are terminated by either party giving thirty (30) days' notice prior to the expiry of the relevant term.

13.3 Irrespective of the aforesaid and at any time, each Party has the right to terminate the Telematics Agreement for cause in accordance with the statutory provisions. Particularly, there is such good cause for KRONE if the Customer (i) is in default with the payment of two monthly Fees; (ii) breaches any provision of these KTTC (e.g. uses the SIM card provided to the Customer contrary to the provisions of these KTTC) and fails to remedy such breach without undue delay despite being requested to do so, provided that such a request shall not be required if the breach is that serious that KRONE cannot reasonably be expected to continue the Telematics Agreement; (iii) persistently and / or seriously breaches its obligations pursuant to Section 10, in particular by disclosing data and information to third parties without authorization; (iv) suspends its payments, allows bills of exchange or cheques to be protested for lack of funds and / or Customer's financial situation deteriorates significantly; or (v) the Customer's assets are subject to legal debt enforcement measures and these measures are not suspended within one month. In the event of an termination by KRONE for cause due to culpable violations by the Customer, KRONE reserves the right to claim damages for lost Fees (discounted).

13.4 Any notice of termination must be given in writing.

13.5 The termination of a Telematics Agreement or single telematics services for a Commercial Vehicle (partial termination) shall not affect the continuation of other Telematics Agreements or the remaining Telematics Agreement.

13.6 In the event of a termination of the Telematics Agreement, the Customer shall immediately discontinue to use the telematics services and related additional services for the relevant Commercial Vehicle to the extent of such termination. KRONE reserves the right to technically prevent the retrieval of Telematics Data after termination of the Telematics Agreement. Any existing user account of the Customer for KRONE Telematics will be deleted.

14. Data Protection

- 14.1 The personal data provided by the Customer to KRONE (in particular the data of Customer's contact person as well as any third party data provided in connection with the Telematics Agreement) shall be processed in accordance with applicable data protection law. Further information on data protection law compliance by KRONE can be found in our data protection notice for KRONE Telematics.
- 14.2 In general, the sole Telematics Data does not contain any information that may be used by KRONE to identify a natural person. Such identification, in particular of Customer's employees (e.g. drivers) or users (e.g. lessees) of the relevant Commercial Vehicles, is only possible by combining the Telematics Data with other information. KRONE usually has no such information that would allow identification of individuals by combining such other information with Telematics Data, and KRONE does not intend to obtain such information and make such a combination and identification, unless specifically requested to do so by the Customer.
- 14.3 To the extent that it is possible for the Customer to identify individuals by using Telematics Data and, as a result, personal data of these individuals are processed (e.g. by reading out position data, times, locking status, etc.), the Customer is the controller under data protection law and shall ensure compliance with all relevant data protection provisions. Particularly, the Customer shall (i) ensure that the data subjects are sufficiently informed under data protection law prior to the initial use of the telematics services and for the entire duration of the use of the telematics services and (ii) ensure the security of the personal data by taking appropriate technical and organizational measures.

15. Jurisdiction; Legal Venue

- 15.1 The Telematics Agreement and these KTTC shall be governed and construed by the laws of the Federal Republic of Germany, however with exclusion of its conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG). To the extent that indispensable national legal provisions apply for foreign Customers, which conflict with this choice of jurisdiction, these provisions shall remain unaffected in their scope of application.
- 15.2 If the Customer is a merchant within the meaning of the German Commercial Code (*Handelsgesetzbuch*), a legal entity under public law or a special fund under public law, Werlte (Germany) shall be the exclusive legal venue for any claims (including counterclaims) and legal actions, regardless of the legal basis, arising from or in connection with the Telematics Agreement and these KTTC. Any conflicting legal provisions providing for a mandatory and indispensable legal venue (e.g. for Customers domiciled abroad, if relevant) shall remain unaffected. KRONE shall also be entitled, but not obliged, to take legal action at any court having jurisdiction over Customer's place of business.

16. Miscellaneous

- 16.1 Unless otherwise agreed, the contractual language of the Telematics Agreement and these KTTC is German. In case of inconsistencies between different language versions of these KTTC, if provided, the German version shall have priority. Other language versions are only translations for easier handling for the Customer.
- 16.2 Should any provision of these KTTC or any provision subsequently incorporated therein be or become invalid or unenforceable, in whole or in part, or if there is a gap, this shall not affect the validity of the remaining provisions.
